

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: September 6, 2011

SUBJECT: Installation of a Dog Kennel at the New Law Enforcement Center

PRESENTER: Sheriff Rick Davis

ATTACHMENTS: Yes

1. Budget Amendment
2. Price Quote & Contract, Carolina Specialties Construction, LLC.

SUMMARY OF REQUEST:

The Board is requested to approve the use of available funds from the ICE Fund Balance to pay for the purchase and installation of a kennel and dog run to be located at the new Law Enforcement Center (LEC). This will permit dogs belonging to the Sheriff's Office to be housed in a climate-controlled environment when K-9 deputies are required to be in the LEC while accomplishing administrative duties, instead of leaving the animals in patrol cars with the engines running during hot or cold weather.

BOARD ACTION REQUESTED:

The Board is requested to authorize the use of funds from the ICE Fund Balance to proceed with the purchase and installation of a kennel and dog run at the new Law Enforcement Center.

Suggested Motion:

I move the Board authorize the use of available funds in the ICE Fund Balance, not to exceed \$62,473.00, for the purchase and installation of a kennel and dog run to be located at the new Law Enforcement Center, and approve the attached Budget Amendment.

LINE-ITEM TRANSFER REQUEST
HENDERSON COUNTY



Department: Sheriff's Office 115431

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
<u>385432-555000</u>	<u>Capital Outlay - Buildings</u>	<u>\$62,473.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

What expense line-item is to be decreased? Or what additional revenue is now expected?

REVENUE

Account	Line-Item Description	Amount
<u>384432-401000</u>	<u>Fund Balance Appropriated</u>	<u>\$62,473.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Justification: *Please provide a brief justification for this line-item transfer request.*

To provide funding for the purchase and installation of a dog kennel at the new Law Enforcement Center. A copy of the vendor quote is attached for information.

JH. Westerhoff
J. Westerhoff, HCSO Business Mgr.
Sheriff Rick Davis GK Cochran
Authorized by Department Head

August 12, 2011
Date

Authorized by Budget Office

Date

Authorized by County Manager

Date

For Budget Use Only

Batch # _____

BA # _____

Batch Date _____

Contract

To: Henderson County / Sheriff's Department

Carolina Specialties Construction, LLC (Contractor) proposes to furnish the necessary supervision, labor, materials, supplies, tools and equipment to perform the following scope of work to as per our attached proposal dated July 27, 2011:

1. Provide 6'0 tall chain link fence as per attached Asheville Contracting Co., Inc. Proposal/Contract dated 7/25/11.
2. Provide concrete sidewalks and slabs as indicated in the bulletin drawings for Proposal No. SC-01.
3. Provide Pre-engineered flat canopy system/assembly as per attached proposal from Air-Vent Exteriors Inc. dated 7/21/11.
4. Provide four (4) 4'6" x 9'0" motorcycle parking spaces as follows:
 - Saw cut and remove existing curbing.
 - Grade parking to drain at max. 2% grade.
 - Parking section to be 8" thick concrete paving over 4" of CABC
 - Relocate three (3) existing bollards
 - Remove two (2) existing bollards
 - Relocate existing sign.
5. Provide 4" deep concrete slab/sidewalk at covered canopy
 - Troughs to be 12 x 12 floor sinks as per attached Estimate No. 1642 from Simpson's Plumbing & Septic Service
 - Slope concrete slab/sidewalk 1/4" per foot to troughs
 - Provide 8" deep by 12" wide thickened slab for CMU wall, taper up to 4" slab.
6. Provide 6'0 tall by 8" CMU wall with rolled grout finish on top of wall
 - Wall shall be painted. Color to be selected by Architect
 - Center wall on thickened slab.
 - CMU wall shall include 30" long # 4 adhesive dowels at 24" on center with a 4" embed into the thickened slab.
 - Provide control joint between CMU wall and exterior building veneer.
7. Provide door mounted pet door in each exterior building door. See attached Specifications for Pet Door and Closing Panel.
8. Grass all disturbed areas. Sod will be used.

Total Price for the Work: \$62,473.00

Notes:

Building Permit is included in this contract.
There are no bonds included in this contract.

This proposal is open for acceptance by Owner within 10 days from the date of this offer. Upon Owner approval and approval of Contractor this agreement shall become a binding contract for the work described herein. The terms and conditions are a part of the agreement and must be stipulated in any subsequent purchase order or contract issued.

Accepted and approved:

Sheriff Rick Davis
Owner/Representative
M J Davis
Signature
8-11-11
Date

Carolina Specialties Construction, LLC
Chris Cormier, Manager Member
[Signature]
Signature
8-10-11
Date

MOSELEYARCHITECTS

11450 NORTH COMMUNITY HOUSE ROAD
G-3304 BUILDING - SUITE 225 • CHARLOTTE, NORTH CAROLINA 28277
PHONE: 704.549.3755 • FAX: 704.549.3754

SEPARATE CONTRACT WORK

Proposal No.: SC-01

Project: Henderson County Law Enforcement Center

Project No.: 492970

Contractor: Carolina Specialties Construction, LLC

Date: June 13, 2011

PLEASE SUBMIT WITH THE FORM BELOW AN ITEMIZED MATERIAL COST AND TIME PROPOSAL FOR THE FOLLOWING PROPOSED SEPARATE CONTRACT WORK:

Receipt of Your Proposal is Requested By: June 27, 2011

SCOPE OF WORK:

1. Provide 6'-0" tall chain link fence as indicated in attached bulletin drawings.
 - a. Posts, rails, mesh, privacy slats and associated hardware shall have black vinyl coated finish.
 - b. Provide three (3) 3'-0" wide swing gates with card reader access.
 - c. Provide two (2) 32" wide swing gates at kennel with hardware for locking at each gate.
2. Provide concrete sidewalks and slabs as indicated in attached bulletin drawings.
3. Provide Pre-Engineered flat canopy system/assembly.
 - a. Canopy is to slope 1/4" per foot away from bldg.
 - b. Canopy/building joint is to be flashed.
 - c. Canopy cannot attach directly to building and is intended to be free standing.
4. Provide four (4) 4'-6" x 9'-0" motorcycle parking spaces.
 - a. Saw cut and remove existing curbing.
 - b. Grade parking to drain at maximum 2% grade.
 - c. Pavement section to be 8" CABC with 2" of S9.5B Asphalt Pavement.
 - d. Relocate three (3) existing bollards.
 - e. Remove two (2) existing bollards.
 - f. Relocate existing sign.
5. Provide 4" deep concrete slab/sidewalk at covered canopy.
 - a. Provide two (2) 6'-0" troughs with trench drain. Slope to drain within trough.
 - b. Slope concrete slab/sidewalk 1/4" per foot to troughs.
 - c. Provide 8" deep by 12" wide thickened slab for CMU wall, taper up to 4" slab.
6. Provide 6'-0" tall 8" CMU wall with rolled grout finish on top of wall.
 - a. Wall shall be painted. Color to be selected by Architect.
 - b. Center wall on thickened slab.
 - c. CMU wall shall include 30" long # 4 adhesive dowels at 24" on center with a 4" embed into the thickened slab.
 - d. Provide control joint between CMU wall and exterior building veneer.
7. Provide door mounted pet door in each exterior building door.
 - a. Size shall accommodate a large dog.
 - b. Provide product data/details of the application to the Architect for approval prior to installation.
8. Grass all disturbed areas.

MWW26 (rev 2/14/200)

Quote #: 3711-11
Dated: August 10, 2011

Page 3 of 12

See attached bulletin drawings SC-01A, 01B, 01C, 01D, 01E and 01F for additional information.
See the following attached specifications for additional requirements:

DIVISION 04 - MASONRY

042000 UNIT MASONRY

DIVISION 10 - SPECIALTIES

107300 PROTECTIVE COVERS

DIVISION 32 - EXTERIOR IMPROVEMENTS

321216 ASPHALT PAVING

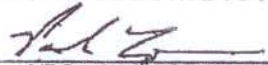
321313 CONCRETE PAVING

323113 CHAIN LINK FENCES AND GATES

329200 TURF AND GRASSES

THIS IS NOT A DIRECTIVE TO PROCEED WITH THE WORK DESCRIBED HEREIN.

SIGNED :



A/E Construction Services Representative

PROPOSAL:

In response to the request above, the Contractor proposes to perform the scope of work described for the Contract Sum in the amount of \$ 62,473.00 and the Contract Time of 52 calendar days.

A detailed breakdown of labor and material costs is attached hereto which includes all costs and time associated with the proposed change(s).

SIGNED :

Ken Camp, Project Manager/Estimator

DATE : July 27, 2011

File
Field

Exceptions to scope of work:

Item #1 Fencing a. see attached, b. card readers and associated electrical omitted

Item #3 Canopy - see attached

Item #4 Motorcycle Parking will be 8" thick concrete paving over 4" of CABC

Item #5 a. Troughs - see attached

Item #7 See Attached Specifications for Pet Door and Closing Panel

Item #8 Sod will be used.

Building permit is included in this proposal.



ASHEVILLE CONTRACTING CO., INC. P.O. BOX 1540
 CANDLER, NC 28715 (828) 665-8900 Fax: (828) 665-8902

PROPOSAL/CONTRACT

Page 1
 07/25/2010

Customer Information:

Carolina Specialties Construstion
 Ken Camp

Job Information:

72" 9Ga. Gal. Chain Link

Notes:

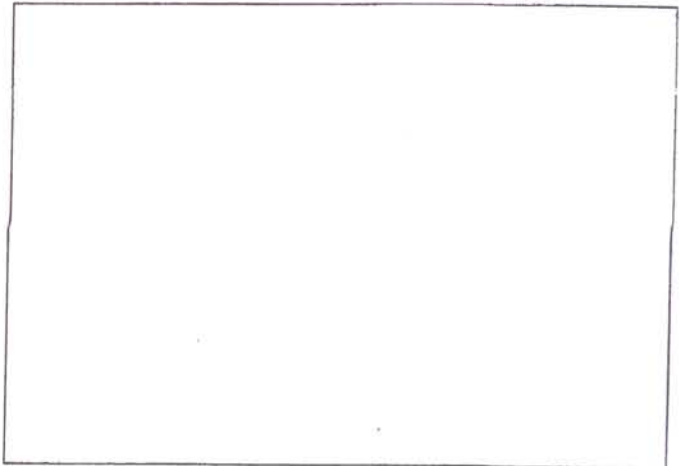
- Install approx. 180LF of 72" 9Ga. galvanized chain link fence.

Approx. 40LF of the fencing that will be for the kennel(s) will have privacy slats installed (color TBD).

The kennel portion of the fence will have two 32" walk gates and the security portion with have three 3' walk gates.

All framing will be commercial weight galvanized pipe.

*This proposal does not fall with in the spec. per instructions by Carolina Specialties Construction and is subject to site visit by Asheville Contracting Inc.



ASHEVILLE CONTRACTING CO., INC. agrees to guarantee above fence to be free from defects in materials and workmanship for one year.

ASHEVILLE CONTRACTING CO., INC. shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. ASHEVILLE CONTRACTING CO., INC. will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does ASHEVILLE CONTRACTING CO., INC. assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

ASHEVILLE CONTRACTING CO., INC. will assume the responsibility for having underground public utilities located and marked. However, ASHEVILLE CONTRACTING CO., INC. assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing ASHEVILLE CONTRACTING CO., INC. to dig in the immediate vicinity of known utilities. If any underground obstacles are encountered that impede the progress of the job ASHEVILLE CONTRACTING CO., INC. will inform client immediately and request a change order be executed on a time and material basis to account for the underground obstacle.

The final billing will be based on the actual footage of fencing built and the work performed. Partial billing for materials delivered to the job site and work completed may be sent at weekly intervals. Adjustments for material used

on this job will be charged or credited at the currently established rate. Additional charges for labor including clearing fence line will be billed at a rate of \$95.00 per hour. Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. Cancellations are subject to a 30% restocking fee on materials that Asheville Fence deems returnable. Customer is responsible for original shipping and return shipping charges. Vinyl, aluminum, ornamental, and custom wood fences are examples of non-refundable products. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced.

A finance charge of 1 1/2% per month (or a minimum of \$1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after completion of any work invoiced. All materials will remain the property of ASHEVILLE CONTRACTING CO., INC. until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs incurred in the collection of this debt.

Customer will receive a 3% discount for partial payment of cash or check and signed contract. Customers will receive a 5% discount for payment made in full with cash or check and the signed contract. This contract is good for 15 days. Job will be scheduled approximately 4 to 6 weeks from receipt of contract and deposit.

rev 4-1-11

Approved & Accepted for Customer:

Customer

Date

ASHEVILLE CONTRACTING CO., INC.:

[Signature] 7/25/11
 Salesperson Date

Quote #: 3711-11
 Dated: August 10, 2011

Page 5 of 12

AIR-VENT EXTERIORS, INC.

1852 Brevard Road, Arden NC 28704
 828-687-0439 **phone** 828-687-1620 **fax**
 www.airventexteriors.com

Carolina Specialties, LLC	Phone 697-7184	Date 7-21-11
	Fax	e-mail
	Job name/location Henderson County Law Enforcement Center	

Installation of – (1) 12'4" x 19' aluminum canopy using components by Ballews Aluminum Products, Inc. New canopy will be constructed as specified using 3"x12" interlocking .030 gauge aluminum panels, 6" perimeter gutter, 4"x4" columns (total 6), and 2"x7" aluminum beams. Canopy will be anchored into 4 vertical metal beams as specified. Shop drawings and NC engineering included.

Color choices: White, Ivory or Dark Bronze baked enamel

We propose to furnish labor and material – complete in accordance with above specifications for the sum of

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized signature _Robert Carnes_____

This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. You have a legal right under federal law to cancel this transaction, without cost, within three business days of signing this agreement.

Date _____

Signature # 3711-11 _____

Signature _____ Page 6 of 12

SIMPSON'S PLUMBING & SEPTIC SERVICE

PO Box 2800
 Hendersonville, NC 28793
 (828) 697-7777

Estimate

DATE	ESTIMATE NO.
6/28/2011	1642

NAME / ADDRESS
Carolina Specialties Construction, Inc. 624 7th Ave. East Hendersonville, NC 28739 Fax: 697-6863

ADDRESS
Law Enforcement Kennels Henderson County Ken Camp project manager

PROJECT

DESCRIPTION	QTY	COST	TOTAL
(2) 12 x 12 floor sinks with grates provided and installed	2		
Pipe & fittings	1		
Labor cost 3 men	1		
Thank you for the opportunity to bid on this job. We look forward to hearing from you!		TOTAL	

Dog Doors & Pet Doors

by Gun Dog House Door® Co.

[Order Online](#) | [Contact Info](#) | [Home](#) | [Company Policies](#)

PRODUCTS: [Heavy Duty Dog Door®](#) | [Big Dog Door™](#) | [Easy Pet Door®](#) | [Drop-In Closing Panel](#) | [Electric Heat Dog Mats](#) | [Easy Dog Kennel](#)



Call Toll Free 1-800-789-0203 | [Satisfaction Guarantee](#) | [Warranty](#) | [Dealer Inquiries](#) | [Site Map](#)

VIDEOS

See The Dog Door In Action!
Adults & Puppies

TIPS

Videos and Articles on Kennel Design and Dog Training.

INSTALL

Pet Door Installation Instructions with Training Tips.

BLOG

News, Features and More! Come Visit.

[Dog Training: Retriever Dummy Launcher](#)

Trying to train your dog to retrieve long distances can be next to impossible when training alone. A...

Send to a Friend.

[Facebook](#) | [Twitter](#) | [ShareThis](#)

Testimonials

Favorite Links

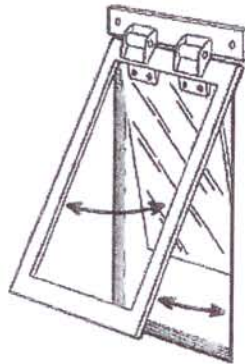
Puppies Screen Saver

facebook



Google Search

Quote #: 3711-11 | | Dated: August 10, 2011



Door Diagram here's how it works!

Gun Dog House Door® Co.

Heavy Duty Dog Door™ & Big Dog Door™ Special Features

The only two-way dog door on the market with "special" heavy-duty spring loaded hinges that provide a positive weather seal!

When your dog goes "out" the door, the inner clear plexiglass panel and the outer welded aluminum frame move.

When your dog goes in the door, the welded aluminum outer frame stays stationary and only the inner clear plexiglass panel moves.

Special Features Of Pet Doors

- Chew Proof/ Indestructible** Developed by a Gun Dog Kennel owner/retriever trainer, Black lab tested for more than 20 years.
- Energy Conservation/ Insect Protection** This door closes tighter than all other kennel doors due to the heavy duty spring hinges specially designed for commercial use and abuse.
- Easy To Install** Only two 1-1/2-inch screws are needed.
- Two Sizes** The 12-1/2" x 17-1/2" opening of the Heavy Duty Dog Door® is large enough for a dog over 120 pounds and the door swings easily enough to be operated by even 7-week black lab puppies. Frame size 14" x 20" — entrance size 11" x 15"
The 16-1/2" x 25-1/2" opening of the Big Dog Door™ fits dogs that are over 180 lbs! Frame size 18" x 28" — entrance size 15" x 23"
- Special Warranty** "Lifetime Warranty" GUN DOG HOUSE DOOR® warrants this product to be free of defects for the life of your dog. —That includes chewing!
- Door Specifications** Frame: 3/16" heavy duty welded aluminum.
Door: 1/4" clear Plexiglas.
Hinges: 2 pair extra strong hinges.
Weight: 5.5 lbs. (Heavy Duty Dog Door®)
Weight: 7.5 lbs. (Big Dog Door™)

[Back to Previous Page](#)

Dog Door Accessories:

Drop-In Closing Panel

This panel is great for pet access control and as a severe weather door.



Ken Camp

From: Rider, Bryan [brider@moseleyarchitects.com]
Sent: Thursday, July 14, 2011 5:41 PM
To: David Berry; Ken Camp
Cc: Luzier, Paul
Subject: Henderson County Separate Contract Work - K9 at LEC
Attachments: attachment to email sent 7-14-11.pdf

David

Could you please review and advise how you would like Ken to proceed with pricing (refer to the items with comments in red after them).

Ken

My notes from the value engineering discussion are as follows:

SCOPE OF WORK

1. Chain Link Fence
 - Standard schedule 10 steel can be used instead of schedule 40
 - Omit the black vinyl coated finish. Standard galvanized finish is fine
 - Omit privacy slats at the fence surrounding the K-9 area only. Henderson County to confirm change.
 - Keep fence configuration as is. Henderson County and MA to revise scope of work further if it is needed to help eliminate some more cost.
 - Card access shall stay as designed. Henderson County and MA to revise scope of work further if it is needed to help eliminate some more cost.
2. Concrete sidewalks and slab
 - Keep concrete slab for picnic and bench area. Henderson County to revise scope of work further if is needed to help eliminate some more cost.
3. Pre-engineered flat canopy
 - All posts adjacent to the building façade may be eliminated, but the canopy needs to attach ONLY to the existing structural steel tubes located within the building wall assembly flanking each side of the doors (refer to the attached sketch). Provide a detail from the licensed PE showing the attachment from the canopy back to the steel columns prior to installation.
 - Alternate product as discussed in the meeting can be used (rolled form decking, extruded gutters and integral drain/downspouts, and columns, etc.)
 - Dark bronze finish can be used.
4. Motorcycle Parking
 - Omit pavement, and use 4" gravel base and 8" concrete instead
5. Plumbing
 - Omit trench drains and use 12 x 12 floor sinks instead
 - Add Studar Vent to the top of the 2" vent at the intermediate wall
6. Grass all disturbed areas
 - Sod can be used in place of seeding. Henderson County to confirm change.

Special Conditions

The cost of materials stored and work performed during each billing period shall be paid to Carolina Specialties Construction, LLC, by the Owner within ten (10) days from the date of the invoice unless otherwise specified. The balance shall be paid by the Owner upon completion of the building or acceptance by the Owner (possession of the building by the Owner shall constitute acceptance). All invoices not paid when due shall bear interest at a rate of 1 1/2% per month, (an annual rate of 18%). Non-payment of full amount of Applications for Payment within the time allotted by the Contract is construed as a breach of contract. Contractor may stop work for non-payment. Contractor's continuation of the Work does not nullify its right to any and all legal remedies available to it.

NOTE 1:

Temporary water and power are to be furnished by Owner. We do not include any items other than those listed in the specifications.

NOTE 2:

All materials remaining at job completion are the sole property of Carolina Specialties Construction, LLC.

NOTE 3:

It will be the Owner's responsibility to furnish an All Risk Builders Insurance Policy. The policy should cover the theft of materials from the job site. The value of the policy should equal 100% of the contract amount. A copy of this policy or a certificate showing the policy number and effective date must be furnished to Carolina Specialties Construction, LLC prior to starting any work. This policy must show Carolina Specialties Construction, LLC as an additional insured.

NOTE 4:

Should it become necessary to make changes in any of the work outlined in this contract, whether addition or deletions, these changes will be made only after the Owner's acceptance of a written Change Order detailing the work changes and the lump sum cost change.

NOTE 5:

In the event of any controversy or claim arising out of or relating to this contract, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If they do not reach settlement within a period of 10 days either party shall serve a written demand for mediation by a third-party professional, mutually agreed upon by the parties who will serve as a mediator to resolve any disputes between the parties. Cost for the third-party mediator will be shared equally by all parties. If within 30 days after service of a written demand for mediation, the mediation does not result in settlement of the dispute, then any unresolved controversy or claim arising from or relating to this contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Initial
Here

It is stipulated and agreed that if Carolina Specialties Construction, LLC resorts to the employment of an Attorney to collect any past due indebtedness or payments due under this contract, if not paid on time, then Carolina Specialties Construction, LLC shall be entitled to collect, in addition to the amount owed, a reasonable fee not to exceed 25% of the amount collected by the efforts of the Attorney for Carolina Specialties Construction LLC. The Attorney fee shall be in addition to all other amounts collected.

NOTE 6:

The foundation design is based on the soil having a minimum bearing capacity of 2500 PSF. All site grading by Carolina Specialties Construction, LLC to be within plus or minus one-tenth of a foot and have a minimum compaction of 95% Standard Proctor. Soil tests to be paid for by the Owner. If rock, unsuitable soil or contaminated soil is encountered during excavation, the removal will be at an extra cost.

NOTE 7:

Should the governing agency issuing permits, where applicable, require plans, drawings, changes or additional details for review or approval, any changes to the plans by a registered architect or engineer and any subsequent changes in the scope of work as a result of the changed plans, drawings, or details will be an additional cost.